

CLWIDP-01

San Francisco, California

June 19, 1987

WITNESSES, a Witness

for the

pursuant to

MARK W. BANTA, a

California, at the

floor, United

DEPOSITIONS

Telephone 415/788-5350

520 Sutter Street off Union Square  
San Francisco, CA 94102



1 UNITED STATES BANKRUPTCY COURT

2 FOR THE DISTRICT OF COLUMBIA

3  
4 INSLAW, INC., )

5 DEBTOR-IN-POSSESSION, )

6 Plaintiff )

7 v. )

CASE NO. 85-00070

8 Adv. Proc. 86-0069 )

9 THE UNITED STATES OF AMERICA, )

10 and )

11 THE UNITED STATES DEPARTMENT )

12 OF JUSTICE, )

13 Defendants. )

CLIN/DP-01

14  
15 San Francisco, California

16 Friday, June 19, 1987

17 Deposition of JUDGE LOWELL JENSEN, a Witness

18 herein, called for examination by Counsel for the

19 Plaintiff in the above-entitled action, pursuant to

20 notice, the Witness being duly sworn by MARK W. BANTA, a

21 Notary Public in and for the State of California, at the

22 Courtroom of Judge Lowell Jensen, 17th Floor, United



1 States District Courthouse, 450 Golden Gate Avenue, San  
2 Francisco, California, at 9:22 o'clock a.m., Friday, June  
3 19, 1987, and the proceedings being taken down by  
4 Stenotype by MARK W. BANTA and transcribed under his  
5 direction.

6  
7 APPEARANCES:

8  
9 On behalf of the Plaintiff, INSLAW, Inc.:

10 CHARLES R. WORK, Esq.

11 1850 K Street, N.W.

12 Washington, D.C.

13  
14 MICHAEL J. LIGHTFOOT, Esq.

15 Thirteenth Floor

16 655 South Hope Street

17 Los Angeles, California

18  
19 On behalf of the Defendants:

20 DEAN S. COOPER, Esq.

21 550 Eleventh Street, N.W. Room 1246-D

22 Washington, D.C.



they would be I think reflected by departmental action.

MR. WORK: May I inquire of counsel, do you know whether those documents, his schedules and telephone logs kept by his secretary were produced?

MR. COOPER: No, I don't. Can I consult with Judge Jensen?

MR. WORK: All right.

(Discussion between witness and counsel.)

MR. COOPER: Let's go back on the record. First of all, with respect to the logs of meetings and telephone calls, to the best of my knowledge those were not searched for or produced to INSLAW in discovery.

With respect to the other documents which Judge Jensen has testified to, those departmental documents, he was referring to documents that I showed him copies of in preparation for his deposition. These were not privileged documents which were produced to INSLAW, so I guess the nub of the answer to your question is no, we have not searched these logs of meetings and telephone calls but, you know, I guess we would be happy to do so. And perhaps we could -- is it possible, Judge, that we could begin



n meetings took place in your office for you yourself to take notes?

3 A. No. Sometimes I did, but I don't have any notes  
4 on these matters.

5 Q. Turning to another topic, Your Honor, I would  
6 ask you to think back to January or February of 1984. Did  
7 you, during that month, meet with Donald Santarelli alone,  
8 perhaps at a luncheon meeting to discuss INSLAW's  
9 problems?

10 A. Just myself and Donald Santarelli?

11 Q. Yes.

12 A. I don't believe so.

13 Q. Let me try to refresh your recollection about  
14 that meeting. Assuming for a moment such a meeting took  
15 place --

16 A. I did have meetings with Santarelli and we  
17 talked about various things, and it's very possible that  
18 at a lunch we might have talked about this. So if you  
19 could, if you could perhaps give me some more information.

20 Q. Yes. I would assume, Your Honor, there might be  
21 other topics of conversation at this luncheon?

22 A. Correct.



Q. And I am aware you would meet with Donald for lunch from time to time. But I would ask you to think back particularly to those months in '84 and ask you to recall whether you told Mr. Santarelli at this luncheon two things: First, that you did not blame INSLAW for the word processing problems under the PROMIS contract. Do you remember telling him that?

A. I don't have a specific recollection of that. If we had a discussion like that it would have been general and it would have been one that related to the entire contract. And the contract obviously dealt with large offices and small offices. And it may very well have been. And I thought that the performance of INSLAW as far as the large offices, there was nothing wrong with that at all.

And I obviously felt with reference to the small offices that there ought to be a termination with reference to that. But in terms of blame, I maybe said something to the effect that blame ought to be shared in these instances. Maybe that's where the context was. But I think it has to be something that has a broader context than simply saying I don't blame them in that respect.



Q. Let me follow-up on one thing-you just said.

You said perhaps you might have said blame ought to be shared. In retrospect, thinking back on the word processing part of that problem now with the benefit of hindsight, do you feel blame ought to have been shared?

A. I haven't really gone back over it to make a kind of reasoned sort of statement to that effect. I think that when one looks at it, I think it's a function not only of the INSLAW performance but the equipment that was being used, for example. I think that's probably what I would think ought to be assessed.

As you look at it, it's a function not only of the design and the work in terms of the programming or the design of that, but it's also a function of the equipment. And I think maybe the equipment was not the kind of equipment that ought to have been used.

Q. Let me turn to another point at that luncheon meeting. Do you recall telling Mr. Santarelli that Bill Hamilton should submit a proposal for substantial expansion of the computer part of the PROMIS contract and negotiate aggressively for that expansion, and that you would look with favor on finding the money if such a



proposal reached you?

A. We may have talked about that in a general fashion, but that's consistent with the overall sort of approach that I had and I think the department had. It's that if there are other proposals, if there are other ways in which you could design programs that would be acceptable both to INSLAW and the department, we should look for them.

Q. Now, the other point that Mr. Santarelli remembers about these two points and I want to ask you about is that he recalls that you specifically told him to tell Mr. Hamilton that you said these two things. Do you recall doing that?

A. I don't recall that specifically, but I may very well have. Because I knew that that was what needed to be done, in that it was my feeling that trying to come up with a program or an initiative either with reference to litigation or to new kinds of joint ventures ought to be done by the working people and not by Don Santarelli and myself, that sort of thing. And that it's something that Bill Hamilton should be addressing with the departmental people.



Q. Now, with respect to the phrase that you would look with favor on finding the money if such a proposal reached you, do you have any recollection of that phrase?

A. I don't recall the phrase, but I think that that is a part of what I was saying, is that I thought that if there were a program or a way in which you could devise a program that would be part of the development of the data systems for the department and that could be done with INSLAW, it would be the sort of thing that I would try to do as part of my responsibility to deal with budget issues. And I think that what I was saying is we would try to accommodate for such a program within budget considerations.

Q. Now, when I was at the department, and if the number two person in the department said that he would look with favor on such a proposal, that would have been regarded as a very strong commitment. Do you feel that way about that statement?

A. I feel that way about the statement as long as there were a viable proposal. The problem with that, I guess, is that my way of looking at it is that that simply says we would certainly be receptive to that area of



development and that I would do what I could to see that we then turned it into a real program with funding. It isn't a statement in front of this that anything that's developed would be accepted.

Q. Now, do you recall whether this meeting was preceded by a telephone call from Mr. Santarelli to you?

A. I'm sure there would have been a call that invited that, I would think there would be at least, or a letter.

Q. Do you recall what was said in that phone conversation?

A. No, I don't.

Q. Do you recall whether you told Mr. Santarelli that you thought INSLAW had already been terminated for default?

A. Perhaps so. It all depends upon the timing.

Q. Moving along, Your Honor, this next set of questions requires a brief preamble, if you will bear with me.

A. Okay.

Q. In December of 1983, Elliott Richardson called then Deputy Attorney General Schmults. Mr. Richardson



1 told Schmults three things: That the INSLAW contract was  
2 being administered in a questionable way; two, that the  
3 government had repudiated an agreement regarding  
4 time-sharing charges; and three, with respect to a portion  
5 of the word processing part of the contract, that the  
6 government had selected inappropriate technology to carry  
7 out the contract.

8 As a result of that phone conversation, Deputy  
9 Attorney General Schmults set up a meeting with Mr.  
10 Rooney, and a meeting between Mr. Rooney, Mr. Richardson  
11 and Mr. Tyson occurred.

12 Mr. Richardson and Mr. Rooney believe that they  
13 had reached an agreement in principle that, first, the  
14 full time-sharing charges ought to be paid; and, two, that  
15 full function microcomputers ought to be substituted for  
16 the word processors. And, of course, the full function  
17 microcomputers could do both word processing and compute,  
18 as you well know.

19 Mr. Rooney has stated to us that he believes,  
20 but he is not positive, that at the end of Mr. Schmults'  
21 term as Deputy AG that he got Schmults' concurrence to  
22 those principles. And I hasten to say that that was not a



ritten agreement. But they believed that they had the elements of a solution to what was then becoming a very serious problem.

One week later the PROMIS Oversight Committee met. And at the end of that meeting or sometime during that meeting it was apparently decided to terminate INSLAW for default.

My first question is: Do you recall that PROMIS oversight meeting?

A. I recall a meeting where the issue was the termination of the contract. And whether it was the PROMIS Oversight Committee or not I'm not sure that I would have labeled it as such.

But there was a meeting where, since I was Associate Attorney General, it would be my responsibility to basically sign off on the department's action. And I was asked to be at a meeting to discuss that. And it was the first time that I had been apprised of this decision by the contract officer that it ought to be terminated. So I was briefed on that whole situation at such a meeting.

So there was such a meeting. Whether it's under



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the auspices of PROMIS Oversight Committee, I don't know.  
But definitely as an associate attorney general I was  
briefed on this whole issue and there was such a meeting.

Q. Can you tell us with as much detail as you can  
what transpired in that meeting?

A. Well, as far as I can recall, it was simply a  
description of what had gone on in terms of the work of  
INSLAW with reference to the large offices and the small  
offices and that the system had not -- that there was  
basically a failure with reference to the small offices;  
that the large office component had been successful, and  
that it was felt that there ought to be a termination.

The contract officer reached that decision. So  
I was briefed on the circumstances with reference to that  
and essentially given the responsibility to decide should  
we, in effect, do something different, agree with that, or  
reject it.

So it was a briefing on the situation, the first  
time that I had been brought up to speed, as it were, on  
what had been taking place with reference to the  
installation in the small offices.

Q. Do you recall whether Mr. Rooney was present?



A. I don't think so. I think that maybe someone in his office. This would be hard now. That's the sort of thing maybe a record could say who was there. That's the sort of thing we would look at.

MR. WORK: I don't mean to be holding this back. I have some minutes of the meeting I am referring to. Or not minutes, some notes. May I have them marked, please, for identification.

(The document referred to was marked Exhibit No. 1 for identification.)

BY MR. WORK:

Q. Your Honor, if you will please take a look at that.

Your Honor, I show you what's been marked as Jensen Exhibit No. 1, and ask you whether or not this document refreshes your recollection about the meeting that we have been speaking about?

A. This appears to be the meeting that we're talking about.

Q. Do you see --

A. It says -- it looks like the notes, and this



looks like these are notes by Jay Stephens who would have been there.

Q. I was just going to ask if you recognize the handwriting.

A. It looks to be his handwriting. Myself, Tyson, Rooney, Brewer, Flickinger, and I guess Jay.

Q. Now, item number 2 on the agenda was a discussion of the visit by Elliott Richardson to the department. Do you recall anything about that presentation?

A. No, I don't recall anything specific in reference to that item.

Q. Do you have any general recollection about it?

A. No. I don't.

Q. Do you recall whether or not Mr. Rooney spoke about that or someone else spoke about that visit?

A. No, I don't. But this is with reference to a Rooney and Richardson meeting?

Q. Yes.

A. Because I don't have -- I don't have any knowledge and I don't think that I was ever aware of that meeting that you described in your preamble.



Q. Let's look at item number 3 for a moment. Does that refresh your recollection about that discussion?

A. Yes. Well, this is a discussion that I was saying, in terms of what would happen now, in terms of alternatives that might be there, whether I rejected or went along with the proposal.

And as I recall, the decision was essentially to terminate for cause. I think that's the terminology for it. And we had a discussion about whether or not that was the appropriate way to do it. And I think we ultimately decided we should terminate for the convenience of the government, which is an alternative to that.

Q. Down at the bottom you will see a notation, I believe it's in Mr. Stephens' handwriting. "Begin process of termination for default."

A. Yes.

Q. Would that have been the decision that was made in this meeting?

A. I think that that would be basically the decision. But I think it was still not yet decided what would be the conditions of that in the sense of would it be for cause or for convenience.



Q. Was a discussion had in the meeting about the differences between termination for convenience as opposed to termination for default?

A. I believe there was.

Q. Did the group or did you have a preference in terms of whether it should be for default or for convenience?

A. I think the recommendation was for cause or for default. I think that my basic reaction to that was that I would rather take a look at that and not come to that conclusion immediately. And as I recall, there was more consideration in that and that the decision as to exactly how it should be terminated was made after this meeting. But my reaction to it was we ought to consider which way we should terminate.

Q. Now, returning to my preamble, it is your testimony today that you never heard of this interchange?

A. I don't have any recollection of the Schmults-Rooney or the Rooney-Richardson meetings.

Q. And Mr. Rooney did not discuss that proposal or those meetings at the number 2 item on this agenda?

A. I don't have any recollection of that.



MR. WORK: Excuse me, Your Honor, before I leave that, let me consult.

BY MR. WORK:

Q. Your Honor, now, if Mr. Rooney's and Mr. Richardson's recollections about their meetings were correct, would that have made a difference to your thinking about this problem at that time?

A. No, it would be consistent with the things I say. It was not my thinking that there ought to be a wall built up between the department and INSLAW.

We had a problem with reference to a specific contract and that there were other opportunities to be thought of and explored and that we could discuss those in terms, as I say, both in litigation and any other kinds of joint agreements.

So if there had been discussions about other kinds of consideration of other agreements, that would be consistent with what my thinking would be.

So maybe in the general sense you could have had a discussion like that without having any specific sense in terms of the Rooney Richardson meeting.

Q. All right. Do you recall the role in this



MR. WORK: Excuse me, Your Honor, before I leave that, let me consult.

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Q. All right. Do you recall the role in this



meeting that Mr. Brewer played?

A. I think he was a part of the briefing in terms of what was actually going on in the implementation of the INSLAW contracts.

Q. Did he make the recommendation that the contract be terminated for default?

A. No, the recommendation was basically not his responsibility. That's from the contract officer, at least that's what I was informed that it actually comes from. Tyson and Rooney were the people who would be basically in charge of that.

Q. Do you recall what any one of these actors said specifically in this meeting, either Tyson, Rooney, Brewer or Flickinger?

A. In haec verba? No.

Q. Now, let me turn your attention to another date, Your Honor, and that is specifically March 13th of 1985. Do you recall a meeting with Elliott Richardson and Don Santarelli regarding INSLAW?

A. I recall such a meeting. I wouldn't be able to tell you that it was March 13th.

Q. Can you tell us generally what transpired in



at meeting?

3 A. Generally the issues were the INSLAW  
4 relationship and what might be done to enhance that or  
5 repair any problems with the INSLAW relationship and the  
6 department.

7 Q. Let me ask you this: Did they in this meeting  
8 request the following three things, and I'll go through  
9 them one at a time. I'll give them all to you at once so  
10 perhaps you can remember the context a little better.

11 Did they request that you authorize the  
12 immediate fair and expedited negotiations between the  
13 department and INSLAW to resolve the disputes that have  
14 caused the withholding of monies and the bankruptcy?

15 Number two, did they request that you and the  
16 department give immediate consideration to an INSLAW new  
17 business proposal which they presented as a way of  
18 benefiting the United States Attorneys' offices and  
19 keeping INSLAW alive while the contract disputes were  
20 resolved through negotiation? This proposal has three  
21 parts: To install PROMIS on microcomputers in the 50  
22 smallest United States Attorneys' offices; to purchase  
software upkeep and upgrade services for the existing



-computer PROMIS installations; and, three, to contract with INSLAW to conduct statistical analyses of the PROMIS data in the United States Attorneys' offices.

And then finally, did specifically Mr. Santarelli urge you to appoint someone on your own staff to investigate INSLAW's repeated assertions that Brick Brewer had used the contract in pursuit of a personal vendetta against INSLAW?

A. My recollection would be consistent with that recitation.

Q. With respect to the request that you appoint someone from your staff to investigate those allegations, did you appoint someone from your staff to do that?

A. Well, Jay Stephens did.

Q. And did you ever get a report from Jay Stephens about those allegations?

A. We have discussed the results of his looking at the matter. In terms of when you call it an investigation, I suppose the police have their own term of art. I didn't consider this something that I would have a professional responsibility investigation, that sort of thing; that that wasn't called for. But what was called



3        It was to be sure that the department's actions that were  
4        being taken in this matter were not driven by personal  
5        considerations nor by personalities nor by bias, and that  
6        we should look at the actions so that we were satisfied  
7        that the department's positions were being taken on the  
8        merits.

9                And Jay undertook that, talking to people in the  
10        divisions who were responsible; the Civil Division,  
11        Justice Management Division, and we talked about it later  
12        that were we satisfied that we were operating under the  
13        basis of decisions on the merits that were justified, on  
14        that basis rather than on a personal animosity. And we  
15        were satisfied that that's what the department was doing.

16                Q.     The personal vendetta point, did the question of  
17        whether or not Brewer had been fired from INSLAW at any  
18        time come up in the course of those discussions?

19                A.     Well, I think that was what was -- as best I can  
20        recall, the first time that was ever said was in a meeting  
21        of that nature. And probably this was the meeting where I  
22        first heard about it. And it was either by Santarelli or  
23        by Mr. Richardson. They said that had taken place. I  
24        didn't know that until then, and they said he had been



ed and that was part of the issue in terms of why there was perception that there was a vendetta.

3 Q. And did Jay Stephens investigate the question of  
4 whether he had been fired or not?

5 A. I don't think that he looked directly at it in  
6 terms of what the history was in terms of INSLAW. As I  
7 said, we operated on the basis that it was not an  
8 investigation of that personal relationship but rather one  
9 where we were looking at the department's actions to see  
10 whether or not the department's actions were based upon  
11 good and sufficient grounds.

12 As I say, we didn't look at it in terms of a  
13 professional responsibility investigation of Mr. Brewer.

14 Q. Why was it not looked at in terms of a  
15 professional responsibility question?

16 A. I think that's just the question of whether or  
17 not there appears to be any conduct that would merit that.  
18 And there didn't seem to be.

19 The fact that he had been fired by INSLAW is not  
20 something that I thought would now trigger a look at  
21 professional responsibility considerations.

22 Q. Did you know or do you know now or have you ever



on that according to Mr. McWhorter in a recent deposition, that Stan Morris, when he was associate deputy attorney general, removed Brick Brewer from further participation in the Department of Justice review of proprietary rights of the INSLAW system -- in the INSLAW system in May of 1982?

A. No.

Q. Is this the first that you have heard of that today?

A. Any action by Stan Morris with reference to Brewer? Yes.

Q. Did you ever approve an award for Brick Brewer for his performance with respect to his functions in the Department of Justice?

A. I believe there was, but it would have been an award that comes through the executive office. And these are in the regular course of business that it would have been something that was processed by a recommendation from Mr. Tyson out of his office. And I think there was such an award. I don't know whether it was in a chain where I specifically signed off on it, but I probably did.

Q. Do you have any recollection of the nature of



at award?

A. I think it would be referenced to his activities in the executive office, which would be with reference to the promises.

Q. And do you know whether that was a cash award or not?

A. I don't.

Q. Now, do you recall a meeting in January or February of '84 which was a separate meeting from any of the ones that we have now talked about in which the decision was made to change the termination for default to a termination for convenience?

A. I think that there was. My recollection is that we met on more than one occasion on this subject matter, the agenda thing you showed me. And I think that that -- we probably had another meeting where the decision in terms of how it should be structured was actually articulated. So there may very well have been two of these type meetings.

Q. Do you recall who was at that meeting?

A. I think it would be the same group, but it may have been other persons who represented these entities.



re may be someone -- for example, Mr. Rooney may not have been there. It might have been someone else from JMD, but I think there was a second meeting where we talked about the INSLAW contract.

Q. Do you recall what was discussed with respect to the differences between default and convenience?

A. Only in a general sense. And my recollection was in terms of basic posture, that it would be less onerous on INSLAW to decide that the termination should be at the convenience of the government and that was, I think, in a general sense my notion as to what the difference would be; is that if the government took the position that it was a termination for cause or default that the impact upon INSLAW would be greater. It would be more detrimental. And I felt that we should not do that.

Q. Do you recall whether there was an argument among the parties about whether it ought to be default or convenience?

A. I think there was, in that there was a position that it clearly was a default and that was a justified position for the department to take. And I think my feeling with reference to that was that it was within the



sound discretion of the department to make up their minds how they would handle this matter, and I thought we should handle it by convenience rather than default even though the department properly could sustain its position that it was a proper decision to do it by default.

Q. Did the Department of Justice procurement counsel or anyone else in the department offer the opinion that the department lacked the grounds for a default termination?

A. I don't believe so.

MR. COOPER: Objection. Objection.  
Attorney-client privilege.

BY MR. WORK:

Q. Did anyone in that meeting not an attorney offer the opinion that the department lacked the grounds for a default termination?

A. As I say, I don't think so. I think the issue was whether or not we could make this as a decision in terms of the discretion of the department that I could be the one who made that decision.

Q. Did anyone --

A. In terms of my thinking, so that you know, in



terms of the decision as far as I was concerned, it was not my thinking that the department was in a position where it could not sustain a termination for default. My decision was that it should rather, in exercise of its discretion, do a termination for convenience.

Q. Did anyone ever tell you that the effort to hold INSLAW in default, if that had happened, would have been the first time in the history of the department that the department attempted to hold a contractor in default?

A. No, I don't recall that.

Q. Now, with respect to Mr. Brewer, did you meet with him with some frequency during the period that you were Associate Attorney General and Deputy Attorney General?

A. It's all a relative term. And I would say no. I don't think that I met with him with any frequency. I met with him when -- we had periodic meetings with the executive office. That would be simply management meetings. And on most occasions when there would be such meetings he would be there along with the other members of the executive office. We would have meetings with reference to either PROMIS or other data processing issues



in the department that involved U.S. Attorneys, he would be there.

I met with the U.S. Attorneys' advisory group, for example, whenever they were there, and it was routinely that he would be there in a general meeting.

We had other kinds of activities with reference to data processing that were department-wide that were initiatives that I was responsible for in terms of looking at the development of department-wide initiatives, and he would be there along with other representatives of the executive office.

So there were several occasions certainly when I was at meetings where Brick Brewer was there. But I wouldn't say that I would characterize that as frequent, frankly.

Q. Now, you were always, during your entire tenure at the department, a member of the PROMIS Oversight Group, were you not?

A. I believe so. I think that it was -- I'm not sure at the beginning when I was in the Criminal Division how formal that was.

Q. And did you attend most of those meetings of



that group?

A. Whenever there would be a meeting that was called, I would go to the meeting.

Q. Now, are you aware, Your Honor, of the federal regulation that's 48 CFR 3.101-1 which requires a government employee to act in all matters with complete impartiality.

A. I'm familiar with it in a general sense. I don't know if I could give you the cite, but I think so.

Q. Now, in hindsight, do you think that it's appropriate to have a fired employee of a company monitoring a contract as his primary function in a government agency?

MR. COOPER: I object to the form of your question. You haven't laid a foundation, since I know you are referring to Mr. Brewer, that he was fired. If you want to rephrase it to make it an allegedly fired employee, I have no objection.

MR. WORK: All right. I'll accept that.

BY MR. WORK:

Q. Do you think that it's appropriate to have an allegedly fired employee have as his primary function in



the department monitoring the contract of his former employer?

A. I would think that the better path of wisdom is not to do that if that's possible to do.

Q. What if the person had just been a former employee and had had a wonderful relationship with that company? Do you think it would be appropriate then?

A. I don't know that I would think that it would be appropriate. I think that it's better to have these kinds of issues undertaken by people who don't have questions raised about them one way or the other; whether they are biased in favor of or against the people they deal with.

And so as I say, in its general sense, I think it's better not to have those kinds of situations.

MR. WORK: I would like to have this letter marked as Jensen Exhibit No. 2 for identification, please.

(The document referred to was marked Exhibit No. 2 for identification.)

BY MR. WORK:

Q. Your Honor, I show you what's been marked as Jensen Exhibit 2 for identification and ask you just to



a few moments to review it.

Your Honor, did you ever receive a copy of Jensen Exhibit No. 2 for identification?

A. I don't think that I did.

Q. Did you ever talk to anyone in the department such as Jay Stephens about it?

A. I'm sure that I would have.

Q. Do you recall what you and Mr. Stephens said about it?

A. No, not in any specific sense. But it would be more in the general sense about our continuing discussions about the relationship with INSLAW.

Q. Do you recall talking with the Attorney General about the letter?

A. I don't recall talking about this letter particularly. I have had conversations with the Attorney General about the whole INSLAW matter. Whether or not it was specifically with reference to this letter or not, I can't say.

Q. Now, what are the nature of those conversations that you had with the Attorney General?

A. Basically it's a discussion as to what had taken



place in the PROMIS development and what had taken place with the contract and what decisions had been made by the department with reference to that.

Q. How many conversations?

A. I don't know if there were a number. Probably there would have been a discussion when he first came in in terms of bringing him up to speed, in terms of what was going on in the department. And I would probably have had a follow-up conversation. But I don't think there would have been much more than that.

Q. Have you had any conversations with him about the matter since you have left the department?

A. I had one.

Q. And what was the nature of that conversation?

A. It was a conversation when we were discussing the issue about whether or not I would go through some other confirmation hearing, or if I did what kind of issues would be involved. And we said well, probably the INSLAW issue might be involved in that it had been brought up before and it would probably be brought up again. And we discussed whether or not it would and what difference it would make, and considered that the department had done



37  
nothing wrong, I had done nothing wrong and it was not a problem for a confirmation hearing.

2  
3 Q. Do you recall speaking to Mr. Santarelli about  
4 Jensen Exhibit No. 2?

5 A. In a specific sense as to this letter, no, I  
6 don't recall talking to him about this letter that he had  
7 sent to the Attorney General in that sense.

8 Q. Now, you will see in the last paragraph of the  
9 first page, Your Honor, that Mr. Santarelli talks about an  
10 opinion from the U.S. Bankruptcy judge in which the  
11 possibility is suggested that INSLAW's problems are the  
12 result of a personal vendetta on the part of a former  
13 employee who occupies a key position in the Executive  
14 Office for U.S. Attorneys.

15 Now, did the fact that Mr. Santarelli wrote a  
16 letter to the Attorney General about this and the fact  
17 that this judge raised this issue as a possibility cause  
18 you to feel that a more detailed investigation about Mr.  
19 Brewer's role ought to be conducted?

20 A. No.

21 Q. So all that was done about Mr. Brewer was --

22 A. You mean the follow-up to the first time we were



asked to look into it, when we looked into it in terms of whether or not we were satisfied that the positions taken by the department were taken on merit rather than on any other ground.

Q. And to your knowledge, that was all that was done?

A. As far as I recall.

Q. Now, was that report made to you in writing?

A. No. I don't believe that there was a written report by Mr. Stephens.

Q. Do you recall having a specific meeting with Mr. Stephens about the issue?

A. We met every day, and we talked about any number of matters. And I'm sure that it was in the course of that. Mr. Stephens would be -- it wasn't the sort of thing where you would schedule a separate meeting with reference to these kinds of issues. We met every day, as I say, and talked about all the current issues. It would have been in the course of that kind of contact.

Q. Do you recall whether Mr. Stephens discussed with you what he had done in order to investigate whether or not this was done?



A. Just in the sense that he had gone through discussions with other people in the department.

3 Q. Do you recall what other people he had said he  
4 talked to?

5 A. In terms of listing people? No, I don't believe  
6 that he did.

7 Q. But apparently there was no focus specifically  
8 on --

9 A. On misconduct?

10 Q. On misconduct by Brewer?

11 A. No.

12 Q. Now, on December 4th, 1985 Elliott Richardson and  
13 Bill Hamilton came to your office and met with you and a  
14 group of your colleagues. Do you recall that meeting?

15 A. Yes, basically.

16 Q. Can you tell me what happened in that meeting to  
17 the best of your recollection?

18 A. Well, once again, it would be a discussion that  
19 was a follow-up in terms of the ongoing relationship on  
20 the issues that were still out there with reference to the  
21 department and INSLAW.

22 Q. Do you recall the following statements to you



1       ...at were made by Mr. Richardson? There are four of them,  
2       and I'll just go through them and cover them one by one  
3       and I'll come back to them, if I may, individually.

4       Do you recall Mr. Richardson saying that while  
5       he was fully aware of the risks to objectivity from  
6       partisan representation, that having said that, it was his  
7       considered judgment that the department's treatment of  
8       Bill Hamilton under the three-year PROMIS implementation  
9       contract was a scandal?

10      A. I remember him making that kind of point, that  
11      the department had not handled the matter properly. I  
12      don't remember him putting it in the reference to partisan  
13      kind of relationships. I don't remember that part of it.

14      Q. Do you remember him using the word scandal?

15      A. I don't know. I wouldn't disagree with that. I  
16      don't have a specific recollection that that was the way  
17      he termed it. I think, as I say, I do recall him talking  
18      about the general situation as being in that kind of vein.

19      Q. Then, number two, do you recall him saying that  
20      the problems INSLAW has experienced may be the result of  
21      an effort to get at Bill Hamilton personally?

22      A. I really don't. Maybe in the sense of the



mistreatment of Mr. Hamilton. As I say, that topic, I'm sure, was a part of it. But I don't remember the phraseology in that fashion.

Q. Do you recall Mr. Richardson stating that in his view the department has approached the negotiations in 1985 as though it were a private litigant instead of seeking to do justice to INSLAW?

A. I believe that he did.

Q. How did you feel about those accusations?

A. Well, I felt that the accusations as far as I knew were not correct. I felt that there had obviously been a good deal of difficulty with reference to the relationship with INSLAW as played out through the contract.

I thought there had been successes with INSLAW; I thought there had been what appeared to be failures. And it fit generally into my feeling that if the department and INSLAW could arrive at specific agreements that would be of mutual benefit, particularly with my responsibility that would be of a benefit to the department, that I would have no hesitancy in doing that.

And given all the history that was there, I



1 didn't think the department had mistreated Mr. Hamilton,  
2 but I didn't think there was anything in the history that  
3 suggested that the department should not deal with Mr.  
4 Hamilton or INSLAW.

5 Q. It was clear to you, though, that Mr. Richardson  
6 felt --

7 A. It was clear he felt differently about that.

8 Q. Now, do you recall Mr. Richardson inquiring  
9 whether the written response of JMD general counsel Janis  
10 Sposato to the INSLAW global settlement offer represented  
11 the official position of the department?

12 A. Yes, basically he wanted a confirmation or  
13 change of that position from me. That the department had  
14 made that position through Miss Sposato, and essentially I  
15 don't know if it was in a formal sense, but he was  
16 approaching the subject matter in such a way that I could  
17 change that if that's what the position was, or I could  
18 affirm it.

19 Q. And that is correct, isn't that true? You could  
20 change it or affirm it?

21 A. That's correct. I don't think there's any  
22 problem about that. I would do it on the basis of some



of inquiry, obviously. I didn't do it simply because it had been requested, but it would certainly be within the power of the department to do that.

Q. Did you make such an inquiry?

A. I went over the matter again and reviewed it, at least.

Q. And with whom did you review it?

A. Again, through Jay and talked about it, and maybe I think Larry Wallace. I don't have a specific recollection of that particularly. But I think we went through it with Wallace.

Q. And what did you concluded?

A. We concluded the department should maintain its position.

Q. Now, in response to Mr. Richardson, did you make the following statement? Again, there are three items:

That you had evaluated the original version of PROMIS in the early 1970's and had not been impressed with it, and so had developed your own case tracking system?

A. I don't know that I said that in that specific -- if those are the words. I think we did talk about any knowledge that I had about PROMIS and we did



discuss the fact that I had learned about PROMIS early on and had been looking at the whole issue in terms of what kind of data processing systems or management systems ought to be implemented in the DA's office and had decided to use other systems in that there were problems with PROMIS in terms of its adaptation to our office.

And so in its general sense that I had said that I would not use PROMIS in our office, I think that's correct. My reference to that if we go back to it in its more specific sense, when it was being considered as to what system should go in the office, there was a question about the adequacy of the system. And my opinion about the original PROMIS was that it was not as adequate as we would desire and that therefore we should look for another system. And beyond that, we didn't have money in the budget to buy it in any circumstances.

Q. Did you make the following second statement: That you had looked at INSLAW's Mini-PROMIS when it came out several years later and that you were not impressed with it and had developed a new case tracking system for your own office?

A. I think that there was a sequence where there



ere changes going on with PROMIS and at the same time we were developing our own system, because by that time we had been given some funds through LEAA or through the State Planning Agency in California to start working on our own system. So we were going on in parallel I suppose.

I don't know that I compared it with reference to the Mini-PROMIS that I was told about when I got back to the department. It was -- Mini-PROMIS at that time it seemed to me had come to the position where it was a very desirable kind of system. But if you go back and compare it in points of time, I think that there were decisions along the way as far as I was concerned that our system was a better system for our purposes in Alameda County.

Q. Did you use the phrase in either of these points that you were not impressed with PROMIS?

A. I don't recall that I said that I was not impressed with PROMIS. I think that was more of a relative statement in terms of the impression as to whether or not I would use PROMIS or something else.

Q. Well, might you have said you were not impressed with PROMIS?



2 A. I might have said I was not impressed with it in  
3 terms of the original PROMIS that was available as to  
4 whether or not that would be the best system that a  
5 prosecutor's office could have at that point.

6 Q. Did you make the following third point: That  
7 you regarded the FBI as having the only advanced  
8 technology for case tracking in the Department of Justice?

9 A. I think I probably did, because I think we did  
10 talk about that. I think I said that I thought the FBI  
11 systems are better than the department systems to the  
12 extent we differentiate between the department and FBI;  
13 that I was impressed by the FBI's systems and that I may  
14 have very well said that, that I thought their systems  
15 were better.

16 Q. Did you know at the time of that meeting that  
17 INSLAW had submitted a new business proposal in March of  
18 that year and that it had not apparently worked its way up  
19 to you and been presented to you?

20 A. I may have been aware there was something of  
21 that nature going on, but I was not aware of any specifics  
22 of a proposal as to how it would fit into data processing,  
the development within the department.



Q. And did the meeting conclude on the following note: You told Richardson that you would get back to him on two questions, whether the department wishes to stand behind the Janis Sposato letter as its official position; and, two, whether the department intended to act affirmatively on the INSLAW business proposal?

A. I know as to the first point that I would get back because that was part of his request in terms of my intervention in what had already taken place in the department. I don't know that I recall some sort of commitment that there would be a specific review of a specific proposal. I don't believe that took place.

MR. WORK: We have been going for about an hour. I need a drink of water. Can we take about a ten-minute break, Your Honor?

THE WITNESS: Sure.

MR. COOPER: Let's go off the record.

(Discussion off the record.)

BY MR. WORK:

Q. Your Honor, I take it from your testimony today that by the time that you got to the department that you



thought that the PROMIS software was a pretty good item?

A. I -- yes, I think so. I think that I had had some knowledge about the installation, say, in Los Angeles and that it had been pretty successful there.

And then I learned more about it in terms of its adaptation or its ability to be adapted that had been developed over a period of time, and so that it appeared to be a quite good and successful system for prosecutors.

Q. Now, in 1981, and that would have been shortly after you got to the department, did you tell Stan Morris that based on your experience as a local district attorney that you did not think much of the PROMIS software?

A. Well, at the original time, that's correct. When the original PROMIS system was put out, it isn't that I didn't think much of it. It's that I didn't think that's the system that was the best system that could be put in place in an office, and that for a person such as myself who is making a decision to move into the data processing world that I would not choose to go with the existing PROMIS system. I would choose something else.

Q. Can you tell me again why that was?

A. Well, the reason would be that my understanding



of the PROMIS system at that time was that it was --  
essentially it was a batch system, not whatever the  
language is. It wasn't a real-time system. And for my  
purposes, I did not want simply management information  
that was historical. I wanted management information that  
would be contemporary with the processing of the cases  
that would allow a level of supervision of the cases as  
well as simply reporting on a periodic basis; and that the  
PROMIS system was, to my understanding, difficult to adapt  
to local conditions.

And I felt that any system that we put in place  
would be one that would be adapted to Alameda County, it  
would be unique to the county and take advantage of other  
systems that were in place. There was a court system in  
place, for example, and it would need to merge with that.

And it's my understanding that would be  
difficult to do with the original PROMIS, and for that  
reason, in terms of the way in which PROMIS was available,  
that I would look to some other kind of system as being  
preferable.

MR. COOPER: Can we go off the record for a  
moment?

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(Discussion off the  
record.)

MR. WORK: Thank you. I will rephrase the  
question about Mr. Morris.

BY MR. WORK:

Q. Mr. Morris in a recent deposition testified  
that, based on conversation with you, that it was his  
conclusion that you were not enthusiastic in 1981 about  
the DOJ decision to install PROMIS in the United States  
Attorneys' offices. Would that be correct?

A. I don't think that that's wrong. I would have  
to put it into a context, I suppose, in that my feeling  
about PROMIS was one that was a dynamic. When I mentioned  
before the status of PROMIS as a batch historical system,  
obviously that changed over time and that it made PROMIS a  
better system.

And I think that my discussions with Morris with  
reference to this would be not only in terms of what was  
chosen, but I didn't think that the Criminal Division had  
been a part of the decision as to what should be done.  
And I from a personal decision and a Criminal Department  
decision wanted to be a part of what we did. I don't



think I would have any objection to that to be a part of that, but I think I was reciting some of my history and decision about PROMIS and what decisions we had made. And I was not aware of precisely what PROMIS could give or how flexible it was, but I still had questions you could show me that there could be better systems that were devised other than PROMIS. And it's simply, once again, a question of relativity.

Q. But you're not disputing Mr. Morris, are you, and his characterization that you were not enthusiastic in 1981 about the DOJ decision to install PROMIS in the U.S. Attorneys' offices?

A. I may have very well given him that impression, but what I'm saying, my sense of enthusiasm might have been related more as to the process by which the department arrived at PROMIS than as to what PROMIS actually delivered.

Q. Also in 1981, specifically on April 13th, you had a briefing in your office regarding the dual jurisdiction study. And at least two employees, Brian Forst and Jack Hausner of INSLAW were there.

At that meeting did you say that you looked at

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original version of PROMIS in the 1970's and were not impressed with it and went back and put in your own system?

A. I may very well have. And once again, when the decision was made, when I was able to make a decision that we could go forward in the county with developing a system, the only thing that I could do at that time was develop a system under a grant from LEAA with some contributed funds from the county. So I was not in a position to choose PROMIS even if I wanted to.

But I also would have chosen to go ahead with the development of our own system rather than buy the PROMIS system on merit.

Q. Did you also say in that meeting that a few years later that you looked at Mini-PROMIS and you were not impressed and you therefore adopted your own system?

A. There was never a situation where we were going to change from the development of the system we were underway in doing.

If there was a statement with reference to where Mini-PROMIS was contemporaneously with the development of the Alameda County system, it could have simply been one



once again, I felt we were doing better with the Alameda County system.

3 Q. Now, in 1976 at a meeting in Washington with  
4 President Ford and with Judge Tyler and others, did you  
5 state to Judge Tyler that you didn't think much of the  
6 PROMIS system?

7 A. No, I didn't go to a meeting with President Ford  
8 and Judge Tyler.

9 Q. Let me try to refresh your recollection. I  
10 believe that was about the career criminal program.

11 A. There may have been some career criminal program  
12 meetings, but I don't recall ever meeting Judge Tyler  
13 until I got to the Criminal Division, frankly. And I  
14 don't recall ever meeting President Ford personally.

15 Q. Coming back to the Brewer issue for a moment, do  
16 you know who Irving Jaffe is?

17 A. I know the name, but I can't really do anything  
18 other than that.

19 Q. He was for a long time a career employee in the  
20 Department of Justice. And he was for a while, in the  
21 summer of '84, the lawyer for INSLAW.

22 Q. Are you aware that in a meeting about the

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administration of the INSLAW contract that Mr. Jaffe stated that never in his entire career in government contract law had he seen such an obvious case of bad faith as the way that Brewer was administering the contract?

MR. COOPER: Objection. Lack of foundation. You haven't established that Judge Jensen was present at that meeting. If you want to rephrase your question insofar as did anyone ever report to him that this was said, I have no objection.

MR. WORK: I will accept your suggestion, Mr. Cooper.

MR. WORK:

Q. Did anyone ever report to you that Mr. Jaffe said this?

A. No.

Q. Are you aware that in early '82 or did anyone ever report to you that in early '82 at a meeting regarding the INSLAW contract that Mr. Brewer exploded in vehemence about the fact that INSLAW was asserting data rights with respect to its system in the department?

A. I would have not had any knowledge of that in '82. Subsequently, I don't have any knowledge of any



report that there was an "explosion" by Brewer or any conduct by Brewer. I remember that there were discussions about issues in terms of rights to the data.

Q. Coming back to the experiences as the Alameda County District Attorney. In 1974 did you attempt to interest the L.A. County District Attorney, Joseph Bush, in adopting the DALITE system for his office?

A. No. I'm sure we talked about different systems. There were any number of discussions going on at that time among district attorneys, and I'm sure I talked about some different systems with Joe Bush.

But I think there may be a fundamental misunderstanding about the DALITE system with reference to the notion about its transfer to any other district attorney's office.

The system was one that was designed in-house for specific purposes of handling cases in Alameda County. It was not a system that could be picked up and transferred to somebody else.

There were concepts in the system that could, and they could be adapted either through a PROMIS system that was flexible or through any other kind of system.



Any conversations or any kinds of discussions I had had with Bush about DALITE would have been in terms of what we were doing, what the concepts were, and how I thought the concepts were valid and could be used in any other system.

There was never a conversation where I suggested that he should use DALITE rather than anything else or that I attempted to solicit anybody to use DALITE rather than their own systems.

DALITE was not a commercial system, there was no financial interest in it. I had no such interest. No one in Alameda County did. It's owned by the county if it's owned by anyone. So there was never any solicitation by anybody to take the DALITE system.

There were a number of concepts in DALITE that had to do, for example, with case rating and with win probability projections and with capture of data that would analyze cases that I felt were good parts of the system, and I very well could have talked to Joe Bush about my thoughts that these were the kinds of things that ought to be in a system. But it was never in a context that he should get the DALITE system and put it into L.A.



County.

Q. Is it true that you made a presentation to a California district attorney's group at a meeting in Palm Springs, California in the mid-70's in which you suggested that each county DA's office adopt a DALITE system or perhaps a DALITE-type system?

A. I'm sure that that would have happened. This would have been a meeting of the DA's association, their annual meetings, and I went to all of those. And we talked about any number of issues, and automation and management of information would be one that was talked about on several occasions. And I'm sure that part of that would be recommendations as to what kind of data ought to be captured in a district attorney's system.

And, as I mentioned before, it was my feeling that the kinds of data that was being captured by DALITE was a good idea for all district attorneys. And we talked about concepts there, and I may very well have suggested that the concepts that we were using were concepts that could be used in other systems.

Q. Your Honor, do you know David Weimer?

A. Yes, I do.



Q. How do you know him?

A. There was a time when I went out to U.C. Berkeley at someone's request, I can't recall now whether it's the law school or somebody else, to make a presentation to a class about the district attorney's office and prosecution function. And there were a number of people there. And I think that's where I met Dave Weimer. He was a student out there and he became interested in the prosecution function, and I think he was on track to get into the whole business of sociology with reference to criminal justice. And he after that would come down to the office, and so I met with him. But I first met him when he was a student out there and he came down and followed up on a discussion we may have had at the DA's office.

Q. Have you read his book, Improving Prosecution?

A. I read it when he first put it out.

MR. WORK: I would like to have this segment of the book, Improving Prosecution, marked as Jensen Exhibit No. 3 for identification, please.

(The document referred to was marked Exhibit No. 3)



for identification.)

2 BY MR. WORK:

3 Q. Could I direct your attention, please, Your  
4 Honor, to the last page. I believe it's page 197 of this  
5 segment, and the paragraph at the top of the page. And  
6 I'll ask you to take a moment to read that, if you would,  
7 please.

8 A. All right.

9 Q. Would it be fair to say that the author, Mr.  
10 Weimer, in this paragraph, is lamenting the fact that the  
11 Justice Department did not consider the DALITE system as  
12 an alternative to PROMIS for a nationwide diffusion?

13 MR. COOPER: Objection.

14 MR. WORK: What is it?

15 MR. COOPER: You can answer.

16 BY MR. WORK:

17 Q. You can answer.

18 A. I don't know that he's lamenting that. He's  
19 saying something with reference to relativity of PROMIS  
20 and DALITE, but that's about all.

21 Q. What do you think he's saying?

22 A. I think he's saying when looked at in terms of



the different systems and what were within the systems it might have been better if there had been a comparison with DALITE.

Q. Do you agree with Mr. Weimer's statement there?

A. Yes, I agree with it.

Q. Now, at this meeting in Palm Springs, California did you make a proposal to the district attorneys that contained the idea of annual user's charge for a DALITE system or a DALITE-like system to help finance programs for the DA's of training and research?

A. You have to do a little more than that. Did I suggest that there be a user's charge?

Q. Some sort of user's charge for a DALITE system -- for the DALITE system or a DALITE-like system that would help finance a program of training and research for all of the district attorneys in California?

A. We talked about how we would finance training programs. That was continually a question about how we would do that and how you might be able to, through the DA's Association itself, set up some sort of training capacity. But I never tied it to user's fees or to charges with or to any relationship to DALITE.

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Q. Now, while you were at the Department of Justice and after INSLAW was in bankruptcy, did you talk to any third parties who were potential buyers of INSLAW about INSLAW?

A. No.

Q. Do you have any knowledge of others doing so?

A. I don't.

Q. Specifically, did you speak to or do you have any knowledge of others speaking to the following persons:

Mr. Norman Kent?

A. No.

Q. Dr. Terrence Bell?

A. No.

Q. Mr. Bruce Adams?

A. No.

Q. Or a company called Systems and Computer Technology?

A. No.

Q. I misspoke, Your Honor. It's Mr. Norm Keat, K-e-a-t.

A. My answer is the same.

Q. Thank you. Now, did you ever discuss the INSLAW

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use with an attorney by the name of E. Bob Wallach?

A. No.

Q. Are you aware that in December 1985 a Mr. Jim Jenkins wrote to Ken Cribbs about settling the INSLAW case?

A. No, I'm not aware of that.

Q. Did you ever speak to Mr. Thomas Stanton of the Office of the U.S. Trustees regarding the INSLAW case?

A. No, I haven't.

Q. Did you ever authorize the Tax Division of the Department of Justice to proceed against Bill Hamilton personally for the unpaid taxes of INSLAW?

A. No.

Q. Were you ever presented with anything in writing about that issue?

A. I have no recollection of that at all.

MR. WORK: Your Honor, I think if you could give me another ten minutes we could wind this up with just a few more questions. Let me take another break here.

(Brief recess in proceedings.)

BY MR. WORK:



Q. Your Honor, we have only a few more questions.

Your Honor, are you aware or have you been told that Mr. Tyson in testimony recently in his deposition testified that he may have told Mr. Hamilton that there was a presidential appointee who was hostile to PROMIS, and that if he told him that, he would have been referring to the U.S. Attorney in the Western District of Michigan?

A. I was not aware of that until yesterday. Mr. Cooper informed me of that. I had received a letter from Mr. Tyson which basically said that he had not made that statement at all to Mr. Hamilton.

He said that Mr. Hamilton was wrong in terms of his assessment that there was someone hostile in the upper reaches of the department to INSLAW and that that was Lowell Jensen. And that Mr. Tyson told me that he never harbored that sort of thought and that there had never been any indication that there had been any pressure or interference on my behalf with reference to INSLAW.

So I knew that that was what he had responded in his letter to me after this subject matter had been put out in the Washington Post.

Then your recent statement, I had learned about

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yesterday when he said a presidential appointee may have been a U.S. Attorney, so that's the first time I heard about that.

Q. Do you know who the U.S. Attorney in the Western District of Michigan is that he would have been referring to?

A. Western District of Michigan would be -- it's Grand Rapids, I guess. I'm trying to remember. I'm sure it's on the tip of my tongue and I know who it would be, because it had been the same U.S. Attorney in the Western District all the way through, so the incumbent is who he would be talking about.

Q. Do you know anything about this U.S. Attorneys' --

A. I don't know anything about that.

Q. -- alleged bias?

A. I have no idea about what was going on in that particular office with PROMIS at all.

Q. Now, with regard to the negotiations which you finally indicated to Mr. Richardson resulted in a final offer from the department, did you know that in the course of these negotiations that there were 11 sessions and 10



of them were devoted to the time-sharing issue only?

2 MR. COOPER: Objection to the form of your  
3 question. I don't think there's been any testimony or a  
4 document that I'm aware of where Judge Jensen indicated to  
5 Mr. Richardson that the government's counterproposal in  
6 that matter was its final offer. And that was a predicate  
7 of your question. I object to the form.

8 BY MR. WORK:

9 Q. Can you answer the question?

10 A. I don't believe so. If you say was I aware that  
11 there were 11 meetings, 10 of which had a specific subject  
12 matter, I can answer that in a general fashion. I was not  
13 aware.

14 Q. Did you ever become aware that in 1984 that the  
15 then chief of the DOJ audit staff challenged in writing  
16 the Department of Justice's right to contest the  
17 time-sharing charges?

18 A. I don't believe I did. I was not a part of the  
19 processing of those issues. They would come to me at a  
20 point where there may be a decision. I did not  
21 participate in the direct negotiations or the direct  
22 handling of those. They were done by the department



lawyers and they would come to me only when we got to a situation like, as you described, where Miss Sposato had taken a decision and the issue was brought to my attention by Mr. Richardson.

Q. You didn't get down into the details?

A. I didn't get down into that. Frankly, I think that was precisely the wrong thing to do, in that the actual negotiations with reference to either the litigation or with reference to what might be done in terms of developing projects with INSLAW ought to be done by the people directly responsible, the lawyers and the operators themselves; that it was not the sort of thing that was helped by the intervention of the higher authorities in the department, and particularly wasn't something that could be done by the lawyers at those higher levels sitting down and trying to negotiate it themselves. I think that interfered with the process and the process ought to be played out by the lawyers responsible for it.

MR. WORK: Excuse me, Your Honor.

May I borrow your letter from Mr. Santarelli for a moment? Thank you.



BY MR. WORK:

Q. Your Honor, referring again to Jensen Exhibit No. 2, in that letter, Mr. Santarelli refers to an opinion from the Bankruptcy Court regarding the possibility of a personal vendetta on the part of a former employee of INSLAW.

Was that opinion from the Bankruptcy Court brought to your attention independently of Mr. Santarelli's letter?

A. I don't know in a formal sense. I think I was aware that there was such a Bankruptcy Court opinion, but I don't know that -- I don't know exactly the context of that, and I don't know that it was specifically from this letter.

As I say, I don't have a recollection of seeing this letter directly. We were talking about the subject matter and it may have been in the context of discussions of subject matter that that first came to my attention.

Q. But you might have been aware independently of this letter that there was such an opinion?

A. That's right. That's right.

Q. Do you know whether you were or were not?



2 A. No, I don't. I think that my best recollection  
3 would be that it would have been independent of this  
4 letter.

5 Q. And as a result of learning independently of the  
6 judge's decision, did you do anything?

7 A. No. I think that the ongoing litigation was on.  
8 As I understand the litigation was still on and that that  
9 would be -- and I was not going to intervene in the  
10 litigation in any way.

11 MR. WORK: I have no further questions, Your  
12 Honor.

13 MR. COOPER: Can we go off the record?

14 (Discussion off the  
15 record.)

16 EXAMINATION BY COUNSEL FOR THE DEFENDANTS

17 BY MR. COOPER:

18 Q. Judge Jensen, in the litigation which INSLAW has  
19 filed against the Department of Justice, both in their  
20 pleadings and testimony on behalf of principals of INSLAW  
21 they have charged you with having a bias against INSLAW as  
22 a result of developing and marketing DALITE to compete  
with PROMIS.



2 In this regard, would you explain what the  
3 DALITE system was, what precipitated the development of  
4 DALITE, and how the DALITE system relates to INSLAW's  
5 charges of bias.

6 A. I might start at the outset by reference to the  
7 assertion that I participated in developing and marketing  
8 or developing and selling a DALITE system; that that  
9 statement is not true.

10 There was never a DALITE system for sale. There  
11 was never a commercial DALITE system. I never  
12 participated in any attempt to sell or to put it into a  
13 situation where there was a product to be sold.

14 As I described, it's a system that was developed  
15 in-house for use of a specific prosecutor's office owned  
16 by a public entity, the County of Alameda, and it was  
17 never for sale. And I never participated in any activity  
18 that would be directed in that fashion.

19 When I became District Attorney in Alameda  
20 County in 1969 and then looked at the whole issues of how  
21 one managed such an office, I became aware of the  
22 development of management information systems and decided  
that I would try to implement such a system in Alameda



County.

2 One of the first times I had ever heard of such  
3 a system was a description of the PROMIS system in a  
4 meeting that I was at that the National District Attorneys  
5 sponsored in Detroit where there was a meeting of major  
6 offices and there was a description of various management  
7 techniques. And one of them described was the PROMIS  
8 system.

9 It's the first time I had heard about it and it  
10 was very impressive. I said it was a breakthrough them  
11 for prosecutors' offices. I still feel that way about it.  
12 And it was part of the thinking, among other things, that  
13 led me to resolve that I would try to get the County of  
14 Alameda to give us the wherewithall to put in a management  
15 information system in our office.

16 We finally got there in terms of getting the  
17 budget money when there was a grant made available for  
18 model programs or model projects in California that we  
19 applied for in Alameda County, and we got some money that  
20 enabled us to hire some people, some lawyers and some  
21 systems people to develop our own system.

22 We also got some money and support that



contributed so we could buy some hardware. And that's the only way we ever had any funding.

As I think I mentioned before, we were never in a position where we could choose to buy PROMIS even if I had decided that that's the way I wanted to go.

The decision to go ahead was simply to try to improve the management of the prosecutor's office. And it now became available to do that with the grant money, and we set out to do that.

In comparison with PROMIS, I have already pointed out that I thought there were restrictive problems with the PROMIS system as it existed at that time. It was not a real-time system. It was not easily adapted to local needs in that we would do better by developing our own system. And that's what we did.

So I had that as a historical background in terms of knowledge of information systems when I came to the department. It was not an experience that led to any feeling of bias or hostility toward PROMIS in any way, shape, or form.

I thought that PROMIS, as I had described it, had been a breakthrough. It was a stimulus for a lot of



2 prosecutors' offices. I think it served as a partial  
3 stimulus for me.

4 And my actions with reference to DALITE and  
5 PROMIS were always based on the premise that by developing  
6 our own system we would do better by management of the  
7 particular function of the Alameda County office. And I  
8 still think that is so. I think the DALITE system was  
9 developed as an in-house local system and I think it  
10 serves those needs well.

11 I think that most prosecutors' offices need to  
12 adapt systems that serve local needs. And my  
13 understanding of the later developments of PROMIS is that  
14 PROMIS got to a point where it was so adaptable.

15 But in terms of the general reaction to this and  
16 my feeling about it, there was nothing in my experience or  
17 the decisions that I made that led to any personal  
18 hostility or bias towards PROMIS or towards INSLAW.

19 Q. Judge Jensen, did you ever personally try and  
20 pressure either the Los Angeles DA's office or any other  
21 DA's office in California to adopt DALITE?

22 A. No. I did not try to have anyone adopt DALITE.  
I think I have made that point before, that there were a



number of discussions in contemporary prosecutors' offices  
in the 70's about how one got into the new world of data  
processing and how you adapted systems.

There were discussions, and I had discussions  
with, say, the District Attorney of Los Angeles County and  
other district attorneys about how one did this.

I think we were one of the first offices in  
California to get into this business. And we continuously  
offered our office as a place where one could come and  
look at the system, see what they wanted to do to develop  
their own systems and whether they wanted to choose  
developing an in-house system or going out and buying  
systems that were in existence. Or whether they could buy  
a PROMIS system that would sustain that kind of business  
was their choice.

And the only activity that we had with reference  
to DALITE was simply to make it known and to make the  
concepts known, and to the extent that people wished to  
adapt their own systems by using DALITE concepts they were  
free to do so.

Q. Is there any truth to INSLAW's charge that  
during the 1970's you proposed to the California



1 prosecutors' Association creating a fund which would be  
2 derived from either licensing fees or user's fees  
3 generated from the use of the DALITE software by various  
4 prosecutors' offices in California?

5 A. There was never such a proposal. There was  
6 never a proposal to generate user's fees that related to  
7 DALITE. There was never a proposal in that regard at all.

8 Q. Did you view DALITE as being in competition  
9 with PROMIS?

10 A. I did not see this as competitive at all. I saw  
11 it as the contemporaneous development of management of  
12 prosecutors' offices. And I thought, as I said, I think  
13 PROMIS was a seminal force in that respect and I think  
14 that any prosecutor's office would benefit by looking at  
15 PROMIS or other systems.

16 I thought that our system was good enough that  
17 people could look at it and could get some benefit from  
18 doing so. I didn't see this as a competitive kind of  
19 situation at all. I saw it as one where we would  
20 participate in the learning curve of prosecutors by making  
21 known to prosecutors as much as we knew and then they  
22 could make up their own minds about how they went forward.



Q. Would you have personally benefited if DALITE was utilized in California DA's offices as opposed to PROMIS or any other case tracking system?

A. I had no personal interest in this. There was no personal financial interest. And in terms of any personal interest, I had no such interest.

There was no way that it would have been of benefit to me or to Alameda County if any other county decided to go ahead with a parallel system.

Q. Would there have been an interest in your view that would have benefited you professionally had other offices adopted DALITE as opposed to other case tracking systems?

A. I think there may have been. I think it would have been the same sort of thing that I believe there was probably that kind of feeling in prosecutors about the original PROMIS development in the U.S. Attorneys' offices in D.C. I think they played a leadership role. I think that prosecutors' offices who developed that kind of system perhaps do get some perception of leadership.

And to the extent that we could move in that area and make DALITE concepts available, it would, I

DEPOSITIONS



think, generate some notions that you were participating in the leadership of the prosecution function.

Q. Would that leadership role, however, had made you hostile towards PROMIS or biased in any way --

A. Not at all. I don't think it's a competitive system.

Q. Excuse me. Let me finish the question so that the record is clear, sir.

Would those professional benefits, however, have made you either hostile towards PROMIS or hostile towards INSLAW?

A. No, not at all.

Q. Describe your role when you went to the Department of Justice as it progressed as the Assistant Attorney General for the Criminal Division and then as the Associate Attorney General and then as the Deputy Attorney General with respect to the Justice Department's consideration of alternative data processing systems which were contemplated for use within the department.

A. Well, when I first came to the Criminal Division there were not data processing systems basically that supported the Criminal Division activities.

DEPOSITIONS



And what was going on in the department at the time was relatively autonomous development of systems. The litigating division had their own development. So the Criminal Division was not a part of an overall department-wide system of designing or implementing information processing systems.

When we first got to the department, I did participate in designing one relatively discrete information system that had to do with tracking cases that were white collar crime cases referred only by public agency, and had some experience in trying to get that implemented.

As I moved out of the Criminal Division into new areas, we've already discussed my whole relationship with the PROMIS system. And the responsibilities there are generally just supervision responsibilities that are attendant with your position in the department.

When I got to be Deputy, we were much more specific with this in terms of being a part of the other overall department design and implementation of data processing.

There were issues that were addressed through



different mechanisms. We had one committee that was concerned with technology as a whole in the department. And one of the technology areas clearly was computers and data processing.

And when we got to the definition of what we called the departmental resources problem, one of the spin-offs was to be aware that the department was spending a great deal of money in autonomous development of information systems that raised the issues of whether or not they were sufficiently compatible and whether or not we were making the proper kind of use of the budgeted money in terms of acquisition of hardware and software.

There was a related problem that had developed over the years in terms of my knowledge of what the department needed and what its responsibilities were, and that was that the Attorney General did not have a system that was essentially a department-wide system to enable the Attorney General to ask department-wide management questions; that there was no system that would permit the Attorney General to have an input of common kinds of data from all of the components in the department. The litigating divisions and the U.S. Attorneys are the bones

DEPOSITIONS



of the bureau. And that there ought to be a system that would be one where the Attorney General could have the ability to ask management questions of the department that would be department-wide.

And I was concerned with and put in place, basically, committees that would be run through the Justice Management Division to address these issues, both from a budget perspective and design perspective.

We did, at the end when I was there as Deputy, we did have successfully in place a prototype system that was developed in-house basically with loaned participation from officials of the FBI that would permit the Attorney General to have such a department-wide system, and it contemplated drawing off data from the rest of the systems in the department, including PROMIS.

The system was one which contemplated using the components to produce the data. And as a matter of fact, the prototype we developed was actually shown by using PROMIS data for Baltimore.

So my interest in terms of how we would get forward in terms of processing information in the department would be that we needed a good deal more



entralized direction in terms of the development of  
information systems, not in the sense that there would be  
one massive computer one place in the country, but rather  
that there would be attention paid that the systems that  
were out there would at least produce common data that  
could go into a management system for the Attorney  
General.

It seems there's some notion that would suggest  
that my interest in such a department-wide system would  
have to be generated from some hostility to PROMIS. Once  
again, that's absolutely not true. I have no hostility to  
PROMIS in that regard at all. PROMIS was seen as the kind  
of a system that could produce the data that could go into  
a department-wide system.

So I think that over a period of time, as I got  
to different positions in the department, I had differing  
levels of relationship to information systems and the  
final relationship was one where I believe I was of the  
opinion that the department still has a long way to go to  
get to an adequate definition of information services.

Q. To your knowledge, were other data processing  
systems utilized by component agencies of the Justice



ent during the period of time that you were  
involved in these deliberations regarding automatic data  
processing systems?

4 A. As I mentioned, there were autonomous  
5 developments of such systems in that they were in the  
6 other litigating divisions. Chiefly, the Civil Division  
7 had developed a system; I believe they called it AMICUS.  
8 There had been a system developed in the Antitrust  
9 Division, and these were separate and distinct systems  
10 using different kind of hardware, using different kind of  
11 data definition; different kind of elements were going  
12 into them and common kind of problems for the department  
13 were being addressed in discrete and different fashions.

14 One of the issues of our departmental look at  
15 this from a centralized notion was that we should not have  
16 autonomous development of systems to the extent that it  
17 would interfere with the ability to make large scale  
18 purchases, for example, of hardware that would be  
19 available for the total department. And it made no sense  
20 to go ahead with developing separate systems where we were  
21 not keeping at least common data elements.

22 So our concern was to make sure the systems were



in terms of budget issues and compatible in  
of management issues.

Down the line, I think the department needs to  
go to that kind of a definition which could conceivably  
say there would be one system that is used for all of the  
lawyers, whether you are in the U.S. Attorneys' office or  
litigating division. Whether they will ever get there or  
not, I don't know.

Q. During your tenure with the department with  
respect to the department's deliberations of what ADP  
systems to use in the department, do you ever recall that  
those deliberations focused on whether to use PROMIS or to  
get rid of PROMIS?

A. No. As I say, PROMIS was looked at as one of  
the component systems that was there that should be looked  
at in terms of how it related to the other systems both  
from a budget and management perspective. And all of the  
contemplations were that we would use the component  
systems to produce information that could be put into a  
central kind of function.

Q. During your tenure at the Justice Department did  
you ever make a decision to dump PROMIS?



ever.

Now, you had testified earlier that you, while you were the Assistant Attorney General for the Criminal Division, you sat as a member on the PROMIS Oversight Committee. And you stated that when you first came to the department you had a conversation with Stanley Morris where you might have discussed -- where you discussed your previous experience with PROMIS.

Were your statements to Mr. Morris that you testified to, were those statements based upon your earlier experience with PROMIS in the Alameda County DA's office, or were those statements an expression of your view as to PROMIS's capabilities during the time that the Executive Office for U.S. Attorneys were considering --

MR. WORK: Objection. You may answer.

THE WITNESS: My statements -- my discussion with Mr. Morris was about my history and my knowledge of these kinds of systems and my experience. And to that extent, I was simply sharing my experiences in the development of prosecutors' management systems.

BY MR. COOPER:

Q. Did you play an active role in the PROMIS



committee while you were the Assistant Attorney

A. No, I don't -- I don't think I would characterize it as that. I was not part of the decision-making process to bring PROMIS into the U.S. Attorneys' office, for example, which I thought was a critical decision.

Q. Do you have any understanding of why you were a member of the PROMIS Oversight Committee?

A. Simply because there would be a relationship to the fact that the Criminal Division would be prosecuting cases in the same fashion as the U.S. Attorneys, we would have the same issues. There were issues in terms of how you define cases. There was always a question about responsibility for the U.S. Attorneys as opposed to the Criminal Division. All those overlapping issues ought to be addressed in information systems.

Q. Did you ever do anything during this period of time to interfere with the implementation of PROMIS by the Executive Office for U.S. Attorneys?

A. No, never. I never interfered and actually my motivation in any way would be to see to it that we got to



er level and a better level in the U.S.  
neys' offices as well as the litigating divisions for  
information systems.

4 Q. Now, you had been asked to testify about certain  
5 statements that were made during various meetings with  
6 representatives of INSLAW. Do you recall as a general  
7 matter that there were other statements made during these  
8 meetings as well aside from the questions that you were  
9 asked by counsel?

10 A. For example, if we talked about -- I think there  
11 was a reference to when we first got back there, there was  
12 a meeting with some people from INSLAW about a dual  
13 jurisdiction setting. And at such a meeting I was merely  
14 being briefed about this in anticipation of participating  
15 in a panel that was going to be put on about that. And I  
16 did participate in a panel after that.

17 And we had general discussions, and I was just  
18 back there, now. I am just learning who the people are  
19 and being introduced into the system, and we had  
20 discussions about past history, about my shared  
21 experiences and my knowledge about what had gone on with  
22 PROMIS and what kinds of things we had done in Alameda



3 So there were general discussions about this  
4 whole background, the whole history that I had had as a  
5 local prosecutor and development of information systems  
6 and now coming into the federal world and looking at what  
7 kind of systems existed in the Department of Justice.

8 So these were general discussions and this would  
9 have certainly not focused in on some assessment of the  
10 relative value of the systems that I was familiar with and  
11 with PROMIS.

12 Q. So then with respect to the conversation that  
13 you just mentioned, that having to do with the briefing by  
14 INSLAW personnel regarding the dual jurisdiction study,  
15 your statements about PROMIS, were to provide those people  
16 what, background?

17 MR. WORK: Objection.

18 THE WITNESS: Shared experience is what we're  
19 talking about.

20 BY MR. COOPER:

21 Q. Shared experience? Did you view those  
22 statements that you made during that meeting as being  
critical of INSLAW?



A. I'm not critical. I was not critical of INSLAW.

I think as far as the dual jurisdiction study, my ultimate assessment of that was that I was critical of the study. That doesn't mean I'm critical of INSLAW. My opinion of INSLAW, as with many other research institutions, I think they are a positive force. That doesn't mean that I think everything they do I agree with. And in the dual jurisdiction study I thought there were some mistakes made. That did not affect my notion as to what the department should do with INSLAW, for example.

The fact that I thought that their dual jurisdiction study was not a good study would not be one that would lead me to say "Let's not deal with INSLAW from here on in." To the contrary. I thought we should deal with INSLAW.

I think INSLAW is a good institution and a positive one. But that doesn't mean that I felt that everything they did, just as anybody else, is not subject to criticism.

Q. You testified about a meeting that you had with Mr. Richardson which Mr. Hamilton attended in December of 1985 where counsel asked you about certain statements that



FURTHER EXAMINATION BY COUNSEL FOR PLAINTIFF.  
BY MR. WORK:

Q. Your Honor, Did anyone ever report to you that Brick Brewer stated that INSLAW would never be able to collect on its licensing fee claim because "Lowell Jensen plans to dump PROMIS"?

A. Did someone report to me that Brick Brewer said that?

Q. Yes.

A. No, I never heard anything of that nature.

MR. WORK: I have nothing further.

FURTHER EXAMINATION BY COUNSEL FOR DEFENDANTS

BY MR. COOPER:

Q. Judge Jensen, did you feel, with respect to Brick Brewer, that he had any particular influence over you with respect to the INSLAW contract relationship?

A. I would say that no one had any influence over me in terms to the decisions committed to me personally. And I never had any relationship with Brick Brewer that he had influence in my decision-making process.

Q. With respect to matters that Mr. Brewer briefed you on, did you have any body -- not a body, a person, but



Division within the Justice Department that  
red upon with respect to INSLAW's contractual  
relationship to test the matters that Mr. Brewer was  
reporting to you?

A. Let me make it clear. Mr. Brewer was assigned  
to a position within the executive office and was not a  
member of the Justice Management Division. And they  
separately have responsibilities with reference to this  
that had nothing to do with Mr. Brewer.

Q. Did you seek concurrence on any recommendations  
by the Executive Office of the United States Attorneys  
with respect to actions to be taken on the INSLAW contract  
from the Justice Management Division?

A. Yes.

Q. And --

A. They were responsible for that and they  
participated in all of those decisions.

Q. And they made recommendations to you in  
connection with decisions that you made regarding the  
INSLAW contract?

A. That's correct.

MR. COOPER: No further questions.



PROMIS  
PROMIS OVERSIGHT COMMITTEE  
MEETING OF DECEMBER 29, 1983

AGENDA

I. PROGRESS REPORT

A. Computer Sites

15  
not sharing - 4 of 16 completed; 12 completed by 1/1/84  
2 others self. B. Word-Processing-Sites  
(1/1/84, 1/1/84, 1/1/84) (one work in progress)

C. Budget

Failure to perform -  
(Fusion clock USC fault)

\$103,000 w/hold + \$25,000/month  
distributing total fee for failure to perform

20% meeting up grants - 1/1/84  
1/1/84 - 1/1/84 - 1/1/84

II. THE VISIT BY ELIOTT RICHARDSON  
AND THE DEPARTMENT'S RESPONSE TO HIS MEMORANDUM

Harry Solomon - 1/1/84 for 1/1/84

III. ALTERNATIVES AVAILABLE TO THE-GOVERNMENT

A. Continued Reliance Upon INSLAW

B. Partial Termination

C. Consequences of the Alternatives

Not possible

3-1/2 years for reform - 1/1/84 (1/1/84 active total) 7. 1/1/84  
but only 1/1/84 - 1/1/84  
1/1/84 - 1/1/84 - 1/1/84  
concerned 1/1/84 - 1/1/84 - 1/1/84  
current implementation of - 1/1/84 - 1/1/84

Measurement of reform - 1/1/84 - 1/1/84

1/1/84 - 1/1/84 - 1/1/84

1/1/84 - 1/1/84 - 1/1/84

1/1/84 - 1/1/84 - 1/1/84

Timson EX 1  
MARK W SANTA N.P  
WIT  
DATE 1/1/84

17317



INGHORN M. BOND  
A. THOMAS CARROCCIO  
M. STUART MADDEN  
JAMES J. PINTO  
DONALD E. SANTARELLI  
EDWARD J. SMITH, JR.

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SANBOND WASH

August 2, 1985

The Honorable Edwin Meese, III  
Attorney General  
U.S. Department of Justice  
Room 5111  
Washington, D. C. 20530

Aug 0 9 05 PM '85  
EX-111  
U.S. DEPT. OF JUSTICE  
RECEIVED

Dear Ed:

You may recall that I have had, over the years, an abiding interest in the work of INSLAW, Inc. In my view, INSLAW has made an extraordinary contribution to law enforcement through its work with the computerized PROMIS systems and the management insights it has produced from those systems.

When I was Administrator of the Law Enforcement Assistance Administration (LEAA), INSLAW's work was at the center of some of our most successful programs, including the Career Criminal Program and the Victim Witness Assistance Program.

I do not currently represent INSLAW. I am writing to you to express my deep concern that we do everything we can to preserve INSLAW as a critical resource for the nation's law enforcement agencies, and for the U.S. Department of Justice itself.

As you may be aware, INSLAW was forced into bankruptcy this winter, apparently because of an intractable bureaucratic dispute with the Executive Office for U.S. Attorneys.

I do not profess to know with certainty where the equities lie in this dispute, but I am struck by a couple of points. First, I have read a recent opinion from the U.S. Bankruptcy Court that questions rather bluntly the motivation of the U.S. Department of Justice in this case and suggests the possibility that INSLAW's problems are the result of a personal vendetta on the part of a former employee of INSLAW who currently occupies a key position in the Executive Office for U.S. Attorneys. Second, when I was Administrator of LEAA, and for all of the succeeding years, INSLAW's name was synonymous with overfulfillment of contract obligations in terms of both quantity and quality. The Executive Office dispute simply makes no sense in light of this well established pattern of behavior.

EX-111  
MARK W BANTA, N.P.  
WIT  
DATE 8/17/85

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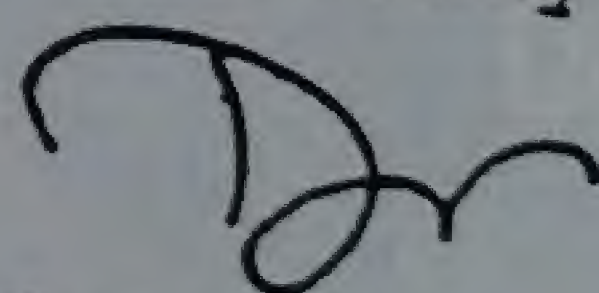
I am at a loss to understand how the Department of Justice can be so complacent about continuing a contract dispute so long that it threatens INSLAW with obliteration. What public purpose could possibly be served by this behavior?

When a company is in bankruptcy, the lawyer's adage that "time is of the essence" becomes a stark reality. The dispute needs to be resolved now, not six months or a year from now. INSLAW and the Department of Justice need each other. INSLAW needs business from the Department to survive, and the Department needs INSLAW to help bring order out of the chaos of its automated information systems.

I think there is a lot more at stake here than bruises to some bureaucratic egos. The Department of Justice and the law enforcement community do not have the luxury of choosing from among a number of equally competent INSLAW-like organizations. It's rare enough to have one INSLAW. Let's not have none.

Naturally, I would be grateful to you for anything you can do to resolve this matter promptly. I know that you are personally familiar with the unique role INSLAW has played in the past, and a believer in the value of its products and services.

Sincerely,



Donald E. Santarelli

cc: Jay Stevens, Esq.  
Associate Deputy Attorney General